



General Conditions of Sale

OVERVIEW

The www.egotier.ca website ("**Website**") is operated by EGOTIER, whose company details are stated in our [Legal Notice](#).

On this Website, the terms "we", "us" and "our" refer to EGOTIER and the terms "you" and "your" refer to the user who purchases from this Website ("**Customer**").

EGOTIER offers this Website, including all information, tools, and services available to you, the user, conditioned upon your acceptance of these general terms and conditions of sale ("**General Conditions of Sale**") and all terms, conditions, policies, and notices set forth herein.

The General Conditions of Sale applicable to you are those in force on the day you place an order on the Website.

For the specific provisions regarding the proper use of our Website, we invite you to thoroughly review our [Terms of Use](#).

ARTICLE 1 - PURPOSE OF THE WEBSITE AND ACCEPTANCE OF THE GENERAL CONDITIONS OF SALE

EGOTIER purpose is to sell products of clothing, apparel, accessories, etc. ("**Product/s**").

Our Website is hosted on the Shopify platform (Shopify Inc., 151 O'Connor Street, Ground floor, Ottawa, ON K2P 2L8, Canada). This company provides us with the e-commerce platform that allows us to sell our Products to you.

Our Website offers Products intended for domestic and private use, even though any Customer may buy bulk. We therefore shall not be held liable for any use of the Products for commercial, business, distribution or resale purposes.

Sellers are companies, either natural persons or legal entities, ("**Sellers**") which, by carrying out a legal transaction, carry out a commercial activity or an independent professional activity.

The Website is freely accessible to any Customer. The acquisition of a Product implies your acceptance of all of these General Conditions of Sale, and you acknowledge by the same fact that you have read them fully. Ticking the checkbox corresponding to the acceptance

sentence of these General Conditions of Sale, having the mention "*I have read and accept the General Conditions of Sale.*" or the like, will have the same value as a handwritten signature on your part and will constitute full acceptance of these General Conditions of Sale, constituting a sales contract ("**Contract**").

Acceptance of these General Conditions of Sale assumes that you have the necessary legal capacity to do so. If you are a minor or do not have this legal capacity, you declare that you have the authorization of a tutor, curator, or your legal representative.

ARTICLE 2 - OUR PRODUCTS

Our Products may be available in limited quantities and may only be returned or exchanged in accordance with the cancellation, withdrawal and refund conditions described in Article 7 below.

We reserve the right, but are not obligated to do so, to limit sales of our Products in any geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any Product we offer. All Product descriptions are subject to change at any time without notice and at our sole discretion. We reserve the right to stop offering a Product at any time.

The choice and purchase of Products are your sole responsibility and do not engage the responsibility of EGOTIER.

The offers of Products presented by the Website are valid within the limits of available stocks. For products not stored in our warehouses, the offers presented by the Website are valid subject to availability from its suppliers.

The Products offered on the Website comply with the law and regulations in force. We cannot be held liable in the event of non-compliance with the legislation of another country where the products are delivered. It is therefore your responsibility to check with the local authorities in your country the possibilities of importing or using these Products.

We have done our best to display as clearly as possible the colours and images of our Products that appear on our Website. We cannot guarantee that your computer screen displays colours accurately. It is also possible that some variations in the presentation of the Products exist, especially in terms of packaging. Under no circumstances can EGOTIER be held liable in the event of a change in the presentation of the Products.

The use of our Products for any illegal or unauthorised purpose is prohibited, nor must you, in connection with the use of the Website, violate the laws of your jurisdiction (including but not limited to copyright laws).

ARTICLE 3 - ORDERS

You access the details and physical characteristics of the Products by clicking on their photographs or item designations. When you select the desired number of items and click on the "Add to cart" button, the Product is placed in a virtual shopping cart.

When you click on the pictogram representing a supermarket trolley, at the top right of the screen, you will be taken to a summary page of the purchase you have just made.

If you wish to complete your purchases, you can continue the procedure by clicking on the "Checkout" button. If you are already registered, you can enter your username and password here in order to automatically use your saved data to place your order. You can also register as a new Customer and create a Customer account or continue shopping without creating a Customer account.

In order to validate your order, you will proceed to your payment by entering your bank details (credit/debit card number, validity date and security cryptogram on the back of the payment card). It is specified that your bank details will not be kept either by the Website or by EGOTIER.

After a few moments, you will be sent an email confirming your order, reminding you of the content of the order and the price of it.

The Products sold remain the property of the Seller until full payment of their price, in accordance with the retention of title clause described in Article 6 below.

We reserve the right not to accept or cancel any order from a Customer with whom there is a dispute relating to the payment of one or more previous orders.

You agree to provide current, complete and accurate order and account information for all orders placed on our Website. You agree to promptly update your account and other information, including your email address, credit card numbers and expiration dates, so that we can complete your transactions and contact you if necessary.

ARTICLE 4 - DELIVERIES

Orders may take up to 24 hours to be processed by the warehouse before shipment via our delivery service provider ("**Carrier**").

The packing/parcels labels validated by the Carrier shall be considered proof of the shipment.

Regular delivery time will generally vary between 2-5 business days, from the shipping confirmation email with the tracking number, if the Product/s is/are stored in a warehouse in Canada.

However, shipping times can be affected by public holidays, information errors, issues with the Carrier, bad weather, distances to be covered (e.g., Yukon, Nunavut and Northwest

Territories), delivery complications in areas of difficult access, or other operational factors. Also, shipping times will generally vary between 8-12 business days if the Product/s is/are stored in a warehouse in Europe. In these cases, it will be up to the Customer to contact the customer service of the Website to inquire about shipping or delivery times.

Upon receipt of your package, you must:

- a. Check the conformity of the goods delivered at the time of delivery by opening your package in the presence of the Carrier.
- b. Indicate any anomaly on the delivery note in the form of a precise handwritten reservation accompanied by your signature. Attention, the mentions of the type "subject to unpacking", "subject to control" have no legal value and will not be admissible in case of dispute. If the package is too damaged, simply refuse delivery.
- c. Immediately notify the Website's customer service by email or phone who will initiate an investigation with the Carrier.

In any case, the Customer undertakes to provide all evidence allowing the Website to file a claim with the Carrier.

In the event that we are unable to deliver the Product ordered because we are not delivered by our suppliers, for reasons for which we cannot be held responsible, we shall have the right to withdraw from the Contract. In this case, we will inform you immediately and offer you a voucher for the total price paid. If you do not want this voucher, we will refund the voucher amount but discount the shipping price.

Contact us at contact@egotier.ca to report an item not received.

ARTICLE 5 - PRICE, TERMS OF PAYMENT AND DELIVERY COSTS

5.1 PRICES AND TERMS OF PAYMENT: The prices of the Products are indicated in the legal currency including all taxes, excluding delivery costs.

Prices can be changed at any time, depending on the supplies and pricing policy of the different manufacturers.

We invoice on the basis of the rate in force at the time of ordering.

To place an order on this Website you must pay by credit/debit card. Credit/debit card payments are made through secure transactions provided by an online payment platform provider.

5.2 DELIVERY COSTS: Delivery costs are your responsibility and are invoiced in addition to the selling price of the Products. They are defined according to the place of delivery and the amount of your order.

ARTICLE 6 - RETENTION OF TITLE

The Products remain the property of the Seller until they are paid for in full. It is forbidden to pledge, give them as security, transform them or modify them before the transfer of ownership.

ARTICLE 7 - CANCELLATION, WITHDRAWAL AND REFUND OF ORDER

7.1 CANCELLATION: You have 90 minutes from the validation of your order to cancel it, to prevent the order from being prepared and then having to pay restocking fees to our excessive detriment. For this you will have to send a cancellation or modification email to contact@egotier.ca.

Beyond this time, you will have to wait for delivery and return the Product(s) to us for a refund as described in Article 7.3 below.

7.2 EXCHANGES: Exchanges are only available on the same item for a material issue. The exchange of a different product is not allowed. In this case, you will have to return your original Product to obtain either a voucher or a refund, and you will have to place a new order for the size you wish, following the procedure described in Article 7.3.

7.3 RIGHT OF WITHDRAWAL: In accordance with Consumer Protection regulations in force, with regard to distance selling or off-premises, you, a non-professional natural person, have a right of withdrawal of fourteen (14) days from the date of receipt of the Product(s), without having to justify your decision, or bear other costs **except for the return costs which remain your responsibility.**

We undertake to refund the returned Product(s) provided that it is returned intact in its original packaging, in the same condition as when it was received, without trace of use and accompanied by the documents specified below.

Any product returned without respecting these conditions will not be refunded.

To exercise the right of withdrawal you must:

- a. Contact contact@egotier.ca support to notify that you will exercise your right of withdrawal (return of the Product for a refund or exchange). You can do this by printing and submitting the form that you will find here.
- b. Send by registered mail, with acknowledgment of receipt, the Product accompanied by its original purchase invoice, or the delivery note delivered at the time of your order, to the address stated on the withdrawal form.
- c. Upon receipt of the item, we will acknowledge receipt by email.
- d. The refund in the form of a voucher, will be made on the total amount of the purchase, including delivery costs. If you want another form of refund, please let us know, but the delivery costs will not be refunded, and note it can take up to an additional five days for your refund to appear in your account once processed.

We reserve the right to defer the refund until receipt of the Product or as long as the Customer has not demonstrated that he has shipped the Product, if such a demonstration has not previously taken place.

The return costs remain at your expense.

The right of withdrawal does not apply to the following Products:

- For the delivery of perishable products or products whose expiry date could be quickly exceeded (such as food products).
- Hygiene products (toothbrush, deodorants, pet hygiene products, etc.) when these have been opened.
- Products that are manufactured in accordance with an individual choice or specification of the Customer or according to personalised needs or designs.
- Products that have been inseparably mixed with other products due to their texture, after delivery.
- Any other goods or services excluded by current legislation.

ARTICLE 8 - WARRANTY

All Products for sale on the Website benefit from the legal guarantee of conformity and the guarantee against hidden defects, in accordance with Consumer Protection regulations in force, allowing you to return the Products delivered defective or non-compliant.

8.1 LEGAL GUARANTEE OF CONFORMITY: The Seller is required to deliver goods in conformity with the contract concluded with the Consumer and to respond to any lack of conformity existing at the time of delivery of the Product. The guarantee of conformity could be exercised if a defect should exist on the day of delivery of the Product. However, where the defect has become apparent within the period stated by law and regulations (“**Warranty Period**”), it shall be presumed to fulfil this condition. But the Seller may dispute this presumption if it is not compatible with the nature of the Product, or the lack of conformity invoked.

On the other hand, after this Warranty Period, it will be up to the Customer to prove that the defect existed at the time of delivery of the Product.

In the event of a lack of conformity, the Customer may choose between repair and replacement of the Product(s). However, the Seller may not proceed according to the choice of the Customer if this choice entails a manifestly disproportionate cost compared to the other modality, taking into account the value of the Product(s) or the importance of the defect. The Seller is then required to proceed, unless impossible, according to the modality not chosen by the buyer.

8.2 LEGAL GUARANTEE AGAINST HIDDEN DEFECTS: The Customer may also decide to implement the guarantee against hidden defects of the thing sold if **(i)** the defects presented

did not appear at the time of purchase; **(ii)** were prior to the purchase (and therefore do not result from normal wear and tear of the Product, for example), and **(iii)** are sufficiently serious (the defect must either render the Product unfit for the use for which it is intended, or diminish such use to such an extent that the buyer would not have purchased the Product or would not have purchased it at such a price if he had known of the defect). In this case, the Customer may choose between the resolution of the sale or a reduction of the sale price.

The action resulting from hidden defects must be brought by the Customer within the Warranty Period from the discovery of the defect.

8.3 EXERCISE OF THE RIGHT TO THE GUARANTEE

Requests for replacement or refund for a non-compliant Product(s) as described in Articles 8.1 and 8.2 must be made by email to the following address: contact@egotier.ca.

All requests must be accompanied by:

- a. Your order number.
- b. The description of the problem (e.g., wrong/defective item).
- c. A photo or video of the problem supporting your complaint and allowing customer service to make findings.

Any request for warranty implementation made without complying with the conditions set out above will not be taken into account.

You must then send the Product to the address that will be communicated to you, the shipping costs will be at our expense. If the Product is sent to an address other than the one we have indicated to the Customer, we reserve the right to return the Product to the Customer postage due. The latter must then return the Product to the correct address.

After verification and validation of the problem, we will offer you: **(i)** to replace the Product (only if the replacement Product is in stock); **(ii)** to refund the amount of the purchase in the form of a voucher including delivery costs (if you want another form of refund, please let us know, but the delivery costs will not be refunded).

If necessary, the replacement or refund is subject to receipt of the defective Product returned by the Customer, but the costs of the exchange or refund procedure (including the return shipping costs of the Product) will then be borne by us.

ARTICLE 9 - LIABILITY

The Products offered by the Website comply with the regulations in force.

EGOTIER cannot be held liable for the non-performance of the Contract in the event of stock shortage or unavailability of the Product, force majeure, disruption, or strike of means of transport and/or communications.

EGOTIER cannot be held liable for any indirect damage that may occur as a result of the purchase of the Products.

The total or partial impossibility of using the Products, due in particular to an incompatibility of equipment, can not engage the responsibility of EGOTIER nor give rise to any compensation or refund.

The Website also provides information from third parties, and links to other websites. In no event shall EGOTIER be liable for any damages resulting from the use, access to, or inability to use such third-party information, or the content of other websites.

The liability of EGOTIER is strictly limited to the direct damage actually suffered and proven by the Customer and in any event may not exceed the sums paid by the Customer and received by EGOTIER for the purchase generating the damage or claim.

You agree to indemnify, defend and hold harmless EGOTIER, our parent company, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from and against any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the breach of these General Conditions of Sale or the documents to which they refer to, or violate any law or the rights of a third party.

ARTICLE 10 - DATA PROTECTION

To find out how and to what extent we collect, process, use, and protect your personal data, we invite you to thoroughly review our [Privacy Policy](#).

ARTICLE 11 - MISCELLANEOUS

11.1 SEVERABILITY: In the event that any provision of these General Conditions of Sale is held to be unlawful, void or unenforceable, such provision may nevertheless be enforced to the fullest extent permitted by law, and the unenforceable part shall be deemed to be severed from these General Conditions of Sale, such severance shall not affect the validity and enforceability of all remaining provisions.

11.2 NO WAIVER: Any failure by us to exercise or enforce any right or provision of these General Conditions of Sale shall not be construed in the future as a waiver of such right or provision.

11.3 ENTIRE AGREEMENT: These General Conditions of Sale or any other policy, terms and conditions, or operating rules we post on this Website constitute the entire agreement between you and us and supersede all prior and contemporaneous communications, proposals, and agreements, oral or written, between you and us (including, but not limited to, any prior version of the General Conditions of Sale).

ARTICLE 12 - CHANGES TO THE GENERAL CONDITIONS OF SALE

You can review the most current version of the General Conditions of Sale at any time on this page.

We reserve the right, at our sole discretion, to update, modify or replace any part of these General Conditions of Sale by posting updates and changes on our Website. It is your responsibility to visit our Website regularly to check for changes. Your continued use of, or access to, our Website following the posting of any changes to these General Conditions of Sale constitutes acceptance of those changes.

ARTICLE 13 - APPLICABLE LAW AND JURISDICTION

These General Conditions of Sale, as well as any other separate agreements regarding the sale of the Products, shall be governed by and construed in accordance with the laws and regulations in force where EGOTIER is located, irrespective of any other law or regulation that may apply.

In accordance with Article 14 of Regulation 524/2013 of the European Parliament and of the Council of 21 May 2013 on the settlement of consumer disputes online, the Customer is informed that they may file their complaints on the dispute resolution platform available via the following link:

<https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>, which we consider applicable and is competent to resolve disputes relating to contractual obligations arising from online sales or service contracts.

Notwithstanding the foregoing, the Customer may choose another dispute resolution centre specialised in online sales that they consider to be more convenient and/or protective of their rights.

Likewise or failing to reach a settlement, any dispute, discrepancy, or complaint on the interpretation and/or application of these General Conditions of Sale, or arising out of or in connection with the Contract, to the non-exclusive jurisdiction of the competent Courts for contractual obligations arising from online sales, where EGOTIER is located, irrespective of the jurisdiction provided by the regulations in matters involving end consumers as defined by the applicable law.

ARTICLE 14 - PRINTABLE VERSION

By clicking [here](#), you can obtain a printable version of these General Conditions of Sale. You can print them or save them to your computer or electronic device.

QUESTIONS AND CONTACT

For more information, please contact us at contact@egotier.ca.

Last update, 11 July 2023.